

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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JOSEPH AND IA BAIARDI, KEVIN AND :
KAREN BARRETT, IRWIN AND MARCIA :
BIRNBAUM, TERRANCE AND JANES :
BALCKBURN, DARWIN AND FELIX BRAVO, :
THOMAS AND ANNE BRESNAHAN, MARK :
AND MARILYN BUTIGIAN, TERENCE AND :
FLORENCE CAHILL, RICHARD CANNON, :
MARTIN AND KERRY ANN CHARLES, :
THOMAS AND MARILYN COADY, DONNA :
CONDINZIO, JAMES AND EILEEN CONRAD, :
BERNADETTE CONWAY, JOHN CORTESE, :
KENNETH AND KATHLEEN COURTNEY, :
MICHAEL AND DOREEN COYLE, JOHN :
CROWLEY, ROBERT AND PATRICIA :
CROWLEY, MARGARET CULIMORE, MARY :
JANE DOLAN, ROBERT AND EDITH :
DONNELLY, PAUL DOROGOFF AND :
PATRICIA KELLY DOROGOFF, ROBERT :
AND KATHLEEN DOYLE, JOSEPH AND :
MARJORIE DRENNAN, DOREEN DUFFICY, :
PETER DUGGAN AND ALANA BASMAGY- :
DUGGAN, THOMAS AND CATHERINE FARR, :
JOHN AND WENDY FERNER, ERIC FOX AND :
SUZANNE KATZ, ELLIOTT AND KAREN :
FUNTLEYDER, GREGORY GESSNER, BRIAN :
AND LORI GRACE, HELEN GRIFFITH, PAUL :
AND MARIA GRZEGORSKI, FRANK AND :
KATHLEEN HARNISHER, STEPHEN AND :
ANI JACOBSON, KATHLEEN JONES, JOHN :
KARALIS, TIMOTHY AND MICHELLE KELLY, :
JOHN KERSHAW AND SUSAN LITTLEFIELD, :
ALAN AND JOAN KRAMER, THOMAS AND :
KATHLEEN MACLELLAN, LAWRENCE :
MANDELL, YANEV MASTHEY, MICHAEL AND :
MARY MATTHEWS, PATRICIA MCCARTHY, :
DAVID MCGOVERN, CHRISTOPHER :
MCKEEFREY, RICHARD AND HELEN MELE, :
JOSEPH AND DOREEN MINGINO, JOHN AND :
ANTHONY MOOENY, CAROL MORELLI, :
JAMES MORGAN, KIM MUSSMAN, JACK :
AND JANE MACMIAS, TIMOTHY AND :

KAREN NEVINS, ANNE O'BRIEN, RICHARD :
 AND JOSEPHINE O'CONNOR, ANN MARIE :
 O'HARA, ROBERT AND JOANNA OSTRANDER:
 JAMES O'SULLIVAN, MARGARITA PEREZ, :
 MATHEW AND JOAN PICCIONE, CHRIS :
 RESTA, JOSEPH AND MARY ROBINSON, :
 ANTONIO ROMANO, DONALD RUDDEN, :
 THOMAS AND NINA RUSSO, PATRICK AND :
 DOROTHY SAMMON, DOLORES SARDO, :
 LAURENCE SCHEIBER, CARL AND ARLENE :
 SMITH, DARRIN AND NATASHA SNEED, :
 STEVEN SPYLIOPULOS, JOANNE STEINMETZ,:
 EDWARD AND KATHLEEN STINES, :
 MARGARET STRASSBURG AND KATHLEEN :
 ROBERTS, JAMES AND MAUREEN SULLIVAN,:
 CHRISTOPHER TZOMPANAKIS, ANTHONY :
 VERGA, EILEEN WHALEN, MARY WHELAN :

Plaintiffs,

vs.

THE STANDARD FIRE INSURANCE COMPANY.

Defendant.

No.

ORIGINAL COMPLAINT

Jury Trial: No

-----X

Plaintiffs, by their attorneys, Gauthier, Houghtaling and Williams, for their Complaint against the Defendant, Stillwater Property and Casualty Insurance Company, f/k/a Fidelity National Property and Casualty Insurance Company, allege the following upon information and belief:

PARTIES

1. The Plaintiffs listed in the table below are individuals who reside and are domiciled in this judicial district. Their properties, located at the addresses shown below, were insured against flood damages by the Defendant.

Name	Property Street	City	State	Zip	Insurance Policy Number
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Baiardi, Joseph and Ia	9 Roosevelt Walk	Breezy Point	NY	11697-1613	60-10106487-2011
Barrett, Karen and Kevin	182 Beach 134th St	Belle Harbor	NY	11694-1438	60102313542012
Birnbaum, Irwin and Marcia	146-06 Rockaway Beach	Neponsit	NY	11694	60044880672012
Blackburn, Jane and Terrance	736 West Chester Street	Long Beach	NY	11561	2565859951
Bravo, Darwin and Felix	556 E. Harrison St	Long Beach	NY	11561	60100002552012
Bresnahan, Thomas and Anne	25 Queens Walk	Breezy Point	NY	11697	60049622282012
Burchianti, William	8 September Walk	Long Beach	NY	11561	65003852472012
Butigian, Mark and Marilyn	339 Beach 145th Street,	Belle Harbor	NY	11694-5803	60100374102012
Cahill, Terence and Florence	216-31 12th Avenue	Breezy Point	NY	11697	60047947612012
Cannon, Richard	46 Graham Place	Breezy Point	NY	11697	60101863132012
Charles, Martin and Kerry Ann	253 Beach 119th St	Rockaway Park	NY	11694	60101652952012
Coady, Thomas and Marilyn	464 Seabreeze Walk	Breezy Point	NY	11697	60101305472012
Condinizio, Donna	14 Quebec Road	Island Park	NY	11558	60100746192012
Conrad, James and Eileen	72 Bedford Ave	Breezy Point	NY	11697	87050768652012
Conway, Bernadette	55 Indiana Ave	Long Beach	NY	11561-1225	60100061652012
Cortese, John	21719 Rockaway Point Blvd	Breezy Point	NY	11697	60101640302012

Courtney, Kenneth and Kathleen	547 Beach 127th Street	Belle Harbor	NY	11694	65010163872012
Coyle, Michael and Doreen	58 Graham Place	Breezy Point	NY	11697	60102629342011
Crowley, John	505 Beach 136th Street	Belle Harbor	NY	11694	60101061392012
Crowley, Patricia and Robert	12 Utica Walk	Breezy Point	NY	11697	6501117029-2012
Cullimore, Margaret	80 Vinton Street	Long Beach	NY	11561	6500841355
Dolan, Mary Jane	804 Bayside	Rockaway Point	NY	11697	60102399562012
Donnelly, Robert and Edith	21616 12th Ave	Breezy Point	NY	11697	65-00391864-2012
Dorogoff, Paul and Dorogoff, Patricia Kelly	59 Tioga Walk	Breezy Point	NY	11697	60021559812011
Doyle, Robert and Kathleen	55 Bedford Ave.	Rockaway Point	NY	11697	60011859142012
Drennan, Marjorie and Joseph	91 Ocean Ave	Rockaway Point	NY	11697-1729	6002944731
Dufficy, Doreen	21 Beach 219th St	Breezy Point	NY	11697	6010154581
Duggan, Peter and Alana Basmagy-Duggan,	204-09 10th Avenue	Rockaway Point	NY	11697	60101603862012
Farr, Thomas and Catherine	214-215 12th Ave.	Breezy Point	NY	11697	60102861372012
Ferner, Wendy and John	2653 Hewlett Ln	Bellmore	NY	11710-4430	87-05029214-2012
Fox, Eric and Katz, Suzanne	95 Pennsylvania Avenue	Long Beach	NY	11561	65010864892012
Funtleyder, Elliot and Karen	556 Beach 133rd St	Belle Harbor	NY	11694-1418	60043633102012

Gessner, Gregory	73 Wisconsin Street	Long Beach	NY	11561	60050095812012
Grace, Brian and Lori	482 Seabreeze Walk	Breezy Point	NY	11697	60102863132011
Griffith, Helen	509 Grand Blvd.	Long Beach	NY	11561	6003877393
Grzegorski, Paul and Maria	426 Beach 138th Street	Rockaway Park	NY	11694	87050359002012
Harnisher, Kathleen and Frank	52 West 11th Road	Broad Channel	NY	11693	6500834343
Jacobson, Stephen and Ani	221 Fairway Rd	Lido Beach	NY	11561	67000131442012
Jones, Kathleen	215 Oceanside Ave	Rockaway Point	NY	11697	65002608202012
Karalis, John	145 Beach 121st St	Rockaway Park	NY	11694	60102960732012
Kelly, Timothy and Michelle	76 Harmon street	Long Beach	NY	11561	65007243382012
Kershaw, John and Littlefield, Susan	101 Louisiana Street	Long Beach	NY	11561	6010008272012
Kramer, Alan and Joan	2 Richmond Rd Apt 1P	Lido Beach	NY	11561-4851	60102132492011
MacLellan, Thomas and Kathleen	13 Janet Lane	Rockaway Point	NY	11697	60043115662012
Mandell, Lawrence	351 West Broadway	Long Beach	NY	11561	60100324762012
Mastey, Yanev	457 Beach 145th St.	Neponsit	NY	11694	60102999382012
Matthews, Michael and Mary	39 Roosevelt Walk	Breezy Point	NY	11697	6010154064
McCarthy, Patricia	139 Bedford Ave.	Breezy Point	NY	11697	65009189552012

McGovern, David	2 Beach 219th St.	Breezy Point	NY	11697	87050797552012
McKeefrey, Christopher	37 Beach 220th St	Breezy Point	NY	11697	60102635932011
Mele, Richard and Helen	137 Ocean Ave	Rockaway Point	NY	11697	6001377867
Mingino, Joseph and Doreen	310 Beach 142nd St.	Neponsit	NY	11694	60025675082012
Mooney, Anthony and John	18 May Walk	Long Beach	NY	11561	6010182430-2012
Morelli, Carol	307 Washington Blvd.	Long Beach	NY	11561	60102452802012
Morgan, James	34 Market st	Rockaway Point	NY	11697	65007698612012
Mussman, Kim	77 Oregon Street	Long Beach	NY	11561	60049060192012
Nacmias, Jane and Jack	3 Clinton Walk	Rockaway Point	NY	11697	6500627663
Nevins, Timothy and Karen	501 Lindell Blvd	Long Beach	NY	11561-1728	65002551012012
O'Brien, Anne	69 Ohio Avenue	Long Beach	NY	11561	60031474822012
O'Connor, Josephine and Richard	32 Bedford Ave.	Rockaway Point	NY	11697	60028649962012
O'Hara, Ann Marie	9 Thetford Lane	Rockaway Point	NY	11697	60033329692012
Ostrander, Robert and Joanna	414 Beach 139th St.	Rockaway Park	NY	11694	65007504402012
O'Sullivan, James	247 Beach 121st St	Rockaway Park	NY	11694	60102929402012
Perez, Margarita	715 West Chester Street	Long Beach	NY	11561	60050029582012

Piccione, Joan and Mathew	214-31 12th Avenue	Breezy Point	NY	11697	60102270792011
Resta, Chris	152 Beach 130th St	Belle Harbor	NY	11694	60100423412012
Robinson, Joseph and Mary	33 Lincoln Walk	Breezy Point	NY	11697	60009749872012
Romano, Antonio	120 Ohio Avenue	Long Beach	NY	11561	60018618522011
Rudden, Donald	454 Beach 124th Street	Rockaway Park	NY	11694	60055136572012
Russo, Nina and Thomas	3328 2nd Street	Oceanside	NY	11572	60102170522012
Sammon, Patrick and Dorothy	25 Thetford Lane	Rockaway Point	NY	11697	60016830252012
Sardo, Dolores	37 Pennsylvania Avenue	Long Beach	NY	11561	87049361402012
Scheiber, Laurence	250 Beach 126th Street	Belle Harbor	NY	11694	60101193062012
Smith, Arlene and Carl	127 Reid Ave	Breezy Point	NY	11697-1916	60102746702012
Sneed, Darrin and Natasha	67 Howard Ave	Freeport	NY	11520-6216	60103006512012
Spyliopoulos, Steven	27 Bath Walk	Breezy Point	NY	11697-1001	60102076882011
Steinmetz, Joanne	438 Hillcrest Walk	Breezy Point	NY	11697	60038392602011
Stines, Edward and Kathleen	2 Kildare Walk	Breezy Point	NY	11697	60100398072012
Strassburg, Margaret and Roberts, Kathleen	169 Beach 114th St	Rockaway Park	NY	11694	60048204432012
Sullivan, James and Maureen	143 Beach 123rd St	Rockaway Park	NY	11694	60100794552012

Sweeney, John and Patricia	127 Bedford Ave	Breezy Point	NY	11697-1805	6010247732-2012
Tzompanakis, Christopher	102 Nebraska Street	Long Beach	NY	11561	60102518642012
Verga, Anthony	465 West Chester Street	Long Beach	NY	11561	60055899622011
Whalen, Eileen	551 Beach 129th St	Rockaway Park	NY	11694	65001893672012
Whelan, Mary	541 Beach 129th Street	Belle Harbor	NY	11694	60100909892012

2. The Standard Fire Insurance Company (“Defendant”) was and is a private insurance company incorporated under the laws of the State of Connecticut with its principal place of business located at One Tower Square, Hartford, CT 06183.

3. Defendant is a “Write Your Own” (“WYO”) carrier participating in the National Flood Insurance Program pursuant to the National Flood Insurance Act (“NFIA”), as amended, 42 U.S.C. § 4001, et seq. Defendant issued Standard Flood Insurance Policies (the “Policies”) in its own name, as a fiscal agent of the United States. Pursuant to 44 C.F.R. Section 62.23(d) and (i)(6), Defendant was and is responsible for arranging the adjustment, settlement, payment and defense of all claims arising under the Policies.

JURISDICTION

4. This action arises under the NFIA, Federal regulations and common law, and the flood insurance Policies that Defendant procured for and issued to each Plaintiff in its capacity as a WYO carrier under the Act. The Policies covered losses to Plaintiffs’ properties, which are all located in this judicial district.

5. Federal Courts have exclusive jurisdiction pursuant 42 U.S.C. § 4072 over all disputed claims under NFIA Policies, without regard to the amount in controversy, whether brought against the government or a WYO company.

6. This Court has original exclusive jurisdiction to hear this action pursuant to 42 U.S.C. § 4072 because the insured properties are located in this judicial district.

7. This Court also has original jurisdiction pursuant to 28 U.S.C. § 1331 because this action requires the application of federal statutes and regulations and involves substantial questions of federal law. The Plaintiffs' various actions are properly joined in this suit pursuant to Rule 20(a) of the Federal Rules of Civil Procedure because they present similar claims against a common Defendant and involve questions of fact or law that are common to all Plaintiffs.

VENUE

8. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391 and 42 U.S.C. § 4072 because it is where the Plaintiffs' properties are located and where a substantial part of the events at issue took place.

FACTUAL BACKGROUND

9. Plaintiffs purchased Standard Flood Insurance Policies (the "Policies") from Defendant to insure their properties and contents located at the addresses shown above against physical damage by or from flood.

10. Plaintiffs paid all premiums when due and the Policies were in full force and effect on the date relevant to this suit.

11. On or about October 29, 2012, Superstorm Sandy (the "Storm") made landfall in the greater New York Metropolitan area, causing widespread devastation and severely damaging Plaintiffs' insured properties.

12. As a result of the Storm, Plaintiffs suffered losses by and from flood to their insured properties and to personal property and contents located therein. Plaintiffs have incurred and/or will incur significant expenses to repair and replace their flood-damaged properties.

13. Plaintiffs reported the damage and properly submitted their claims to Defendant. Plaintiffs duly performed and fully complied with all of the conditions of the Policies.

14. Defendant unjustifiably failed and/or refused to perform its obligations under the Policies and wrongfully denied or unfairly limited payment on the claims of each Plaintiff.

15. Plaintiffs retained independent experts to evaluate the damages to their insured properties caused by and from flood. The experts determined and found conclusive evidence that the flood event critically damaged Plaintiffs' covered properties. These damages were thoroughly documented and reports were submitted to Defendant for review. Defendant has unfairly and improperly persisted in denying the claims.

FIRST CLAIM FOR RELIEF

Breach of Contract

16. Plaintiffs repeat and re-allege each and every allegation set forth above as if fully set forth herein.

17. Plaintiffs and Defendant entered into contracts when Plaintiffs purchased and Defendant issued the Policies.

18. The Policies, at all times relevant and material to this case, provided flood insurance coverage to each Plaintiff for, among other things, physical damage caused by flood to their properties and contents located at the addresses shown above.

19. Each Plaintiff fully performed under the contract by paying all premiums when due and cooperating with Defendant regarding their respective claims. Plaintiffs complied with

all conditions precedent to their recovery herein, including appropriate and adequate demands, or Defendant waived or excused such conditions precedent.

20. Defendant failed to perform and materially breached the insurance contracts when it wrongly failed to pay and refused to reimburse each Plaintiff what he or she was owed for damages the Storm caused to properties covered by the Policies. Defendant also breached the contracts by failing to perform other obligations it owed under the Policies.

21. By virtue of its various breaches of contract, including its failure to fully reimburse each Plaintiff for his or her covered losses, Defendant is liable to and owes each Plaintiff for the actual damages he or she sustained as a foreseeable and direct result of the breach, all costs associated with recovering, repairing and/or replacing the covered properties, together with interest and all other damages Plaintiffs may prove as allowed by law.

REQUEST FOR RELIEF

WHEREFORE, the Plaintiffs named herein respectfully request that the Court enter judgment in their favor for such amounts as each Plaintiff may prove at trial, for reasonable attorneys' fees and costs, expenses, pre-judgment and post-judgment interest as provided by law, and other and further relief the Court may deem just and proper.

Respectfully submitted,

Gauthier Houghtaling and Williams

By: 

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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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Plaintiffs,

vs.

THE STANDARD FIRE INSURANCE COMPANY.

Defendant.

No.

RULE 7.1(a) STATEMENT

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PURSUANT to Rule 7.1(a) (Formerly Local Civil Rule 1.9) of the Federal Rules Civil Procedure, in order to enable judges and magistrate judges of the Court to evaluate possible disqualification or recusal, the undersigned counsel for Plaintiffs, a non-governmental party, certifies that the following are corporate parents, affiliates and/or subsidiaries of said party which are publicly held: NONE.

Dated: New York, New York
 October 28, 2013

Respectfully submitted,

Gauthier Houghtaling and Williams

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